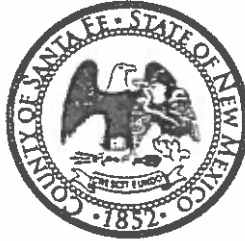


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager

From: Patricia Boies, Health Services Division Director, Community Services Department

Date: October 9, 2015

Re: Approval of County Health Care Assistance Claims in the Amount of \$76,603.00
(Community Services Department/Patricia Boies)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$76,603.00.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$76,603.00, as indicated on the Presentation of Claims document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$76,603.00.

10/27/15

**Santa Fe County Health Care Assistance Program
Presentation of Claims for Approval
27-Oct-15**

	<u># Claims</u>	<u>Amount</u>
COMMUNITY-BASED PROVIDERS		
La Familia Medical Center	261	\$40,780.00
Southwest Care Center/Women's Health	16	\$3,067.00
Ortiz Mountain Health Center, Cerrillos		
El Centro of Northern New Mexico	1	\$81.00
First Choice Community Health, Edgewood		
Pecos Valley Medical Center, Pecos		
 Santa Fe Recovery Center	 5	 \$32,675.00
Life Link		
Hoy Recovery Program, Espanola		
Millennium Treatment Services		
 City of Santa Fe Ambulance Services		
Santa Fe County Fire Department		
Espanola Hospital Ambulance		
 Total	 283	 \$76,603.00

**Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2016**

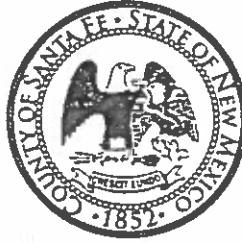
27-Oct-15

Provider Name	FY 16 Allocated Funding	Claims Approved Through September 29, 2015	Claims Presented October 27, 2015	Remaining Balance	% Remaining
Primary Care Providers					
La Familia Medical Center	390,000.00	172,659.00	40,780.00	176,561.00	45%
SW Care/Women's Health Services	24,000.00	6,643.28	3,067.00	14,289.72	60%
El Centro of Northern of NM	3,500.00	239.00	81.00	3,180.00	91%
First Choice Healthcare	500.00			500.00	100%
Pecos Valley Medical Center	2,000.00	621.00		1,379.00	69%
Total Primary Care Providers	420,000.00	180,162.28	43,928.00	195,909.72	47%
Substance Abuse Treatment Providers					
Santa Fe Recovery Center	395,000.00	32,360.00	32,675.00	329,965.00	84%
Life Link					
Hoy Recovery Program	10,000.00			10,000.00	100%
Total Substance Abuse Treatment Providers	405,000.00	32,360.00	32,675.00	339,965.00	84%
Mental Health Providers					
Life Link	20,000.00			20,000.00	100%
Total Mental Health Providers	20,000.00			20,000.00	100%
Ambulance Providers					
City of Santa Fe Ambulance Services	7,000.00			7,000.00	100%
Santa Fe County Fire Department	7,000.00			7,000.00	100%
Espanola Hospital Ambulance	1,000.00			1,000.00	100%
Total Ambulance Providers	15,000.00			15,000.00	100%
Contingency	10,000.00			10,000.00	100%
Total Health Care Assistance Provider Claims	870,000.00	212,522.28	76,603.00	715,955.72	82%
Cremations (Under Separate Cover)					
	30,000.00	4,800.00	1,200.00	24,000.00	80%
Grand Total	900,000.00	217,322.28	77,803.00	604,874.72	67%

Henry Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 14, 2015*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director MK 10/14/15*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: BCC Meeting October 27, 2015
Request Acceptance of the Three Temporary Construction and Permanent Utility Easement Agreements for the La Cienega Waterline Extension Project

SUMMARY:

This request will allow Santa Fe County to accept three Temporary Construction and Permanent Utility Easement Agreements required for the construction of the La Cienega Waterline Extension Project.

BACKGROUND AND DISCUSSION:

The construction of the La Cienega Waterline Extension requires the acceptance of these three Temporary Construction and Permanent Utility Easement Agreements by the Board of County Commissioners. It is understood that these Utility Easements are being provided at no cost to the County of Santa Fe.

ACTION REQUESTED:

Request acceptance of three Temporary Construction and Permanent Utility Easement Agreements required for the construction of the La Cienega Waterline Extension Project.

Attachments:

1. Utility Easement Agreement for 6 Camino Loma
2. Utility Easement Agreement for 10 Camino Loma
3. Utility Easement Agreement for 18 Camino Loma

TEMPORARY CONSTRUCTION and PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between **Eddie Roybal and Marsha Roybal** (collectively, "Grantor"), a married couple, and **Santa Fe County**, a political subdivision of the State of New Mexico ("Grantee").

RECITALS

A. Grantor is the fee owner of real property whose address is **6 Camino Loma**, Santa Fe, New Mexico ("the Property") and which is more particularly described in that certain Quitclaim Deed recorded as Instrument No. 1375375 in the records of the County Clerk of Santa Fe County, New Mexico.

B. Grantee is conducting a public utility project known as the *La Cienega Waterline Extension Project* (the "Project") in order to make County water service available to Grantor and to other residents in the vicinity.

C. Grantee requires a perpetual 20-foot wide utility easement across a portion of the Property to complete the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Utility Easements.

1.1 Utility Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, consisting of the 20-foot wide area (the "Easement Area") described on the attached and incorporated Exhibit A, solely for the purposes of constructing, installing, maintaining, operating, repairing, replacing and using a water transmission pipe and any related equipment or fixtures (collectively, "Authorized Purposes") that may be necessary or appropriate to assure the continued operation of the pipe (collectively, "Utility Improvements"), and for access to the Easement Area to carry out the Authorized Purposes.

1.2 Temporary Construction Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon so much of the Property around the Easement Area as may reasonably be necessary for the initial construction and installation of utility improvements and any studies, testing, or surveys that may be necessary prior to construction and installation.

2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has,

if ever, abandoned the Utility Easement, as the term "abandonment" is defined in Section 5.7 below.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate upon the first occurrence of (i) the completion of the construction and installation of the utility improvements and restoration of the disturbed surface or (ii) five (5) years after the effective date of this Agreement.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to the utility improvements or interfere with Grantee's right to carry out the Authorized Purposes under this Agreement; and provided further that Grantee shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase Grantee's costs of carrying out the Authorized Purposes or of restoring the Easement Area after doing so.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Property all costs and expenses of constructing and maintaining the utility improvements.

4.2 Compliance With Laws. Grantee shall construct the utility improvements in a workmanlike manner and in compliance with the applicable federal, state, and local laws.

4.3 Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by Grantee in carrying out any of the Authorized Purposes under the Utility or Temporary Construction Easements, the disturbed area shall be restored to the condition in which it existed at the commencement of such activities, excepting the following:

4.3.1 Existing native vegetation removed for the Authorized Purposes, shall not be restored.

4.3.2 Encroachments upon the easement as outlined in Section 3 (above) shall not be restored.

5. General Provisions.

5.1 Covenants Running with the Land. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Grantee's rights under this Agreement are assignable at Grantee's discretion, and upon such assignment Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor

may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This Agreement shall be effective upon the last date written below.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Plan. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the improvements installed in the Easement Area.

5.6 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of Grantee's improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

5.7 Further Cooperation. The parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

5.8 Cancellation of Prior Agreement. This Agreement shall supersede and replace all prior written or oral agreements concerning the Project or Utility Easement, if any.

5.9 No Third-Party Beneficiaries. The parties do not intend by this Agreement to benefit any person who is not a party to this Agreement.

5.10 Batement Act. Grantor acknowledges that Grantee is governed by the Santa Fe County Board of County Commissioners ("BCC"). BCC is subject to the Batement Act, NMSA 1978, Section 6-6-11(1968), which prohibits BCC from contracting any debts during any current year which, at the end of such current year, is not and cannot be paid out of money actually collected by Grantee and belonging to that current year. Any indebtedness for any current year that is not and cannot be paid out of funds belonging to that year is void.

5.11 Tort Liability. The County's sovereign immunity shall not be waived, if at all, except to the extent provided in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

IN WITNESS of this, the undersigned have executed this Agreement as of the last date written below.

GRANTOR:

By: Eddie Roybal
Eddie Roybal

Date: 10/06/15

By: Marsha Roybal
Marsha Roybal

Date: 10/06/15

SANTA FE COUNTY - GRANTEE:

By: _____
Robert A. Anaya, Chair

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

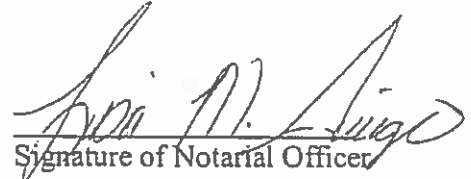
Gregory S. Shaffer
Gregory S. Shaffer, Santa Fe County Attorney

ACKNOWLEDGEMENT OF GRANTOR

State of New Mexico

County of Santa Fe

This instrument was acknowledged before me on October 6, 2015 (date) by **Eddie Roybal and Marsha Roybal**.


Signature of Notarial Officer

My commission expires: 12/19/2016

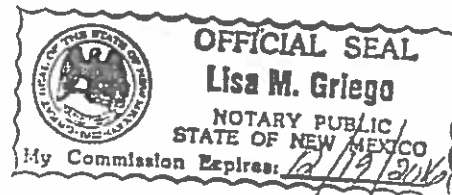


EXHIBIT "A"
20' WIDE WATER LINE EASEMENT FROM
THE OWNERS OF TRACT 2-A, SAID TRACT SHOWN IN PLAT FILED IN
PLAT BOOK 666, PAGE 18 IN THE OFFICE OF THE SANTA FE COUNTY CLERK
LOCATED AT #6 CAMINO LOMA
COUNTY OF SANTA FE, NEW MEXICO



LEGEND

- FOUND CONTROL MONUMENT (AS NOTED)
- ANGLE POINT OF 20' EASEMENT
- EDGE OF 20' EASEMENT
- EXISTING EASEMENT CL
- PROPERTY LINE

N/F PAUL A. MONTOYA
TRACT 1
#1 CAMINO LOMA

N/F MATTEW & FLORA GRIEGO
TRACT 2
#9 CAMINO LOMA

TRACT 2-A
#6 CAMINO LOMA

20' WATERLINE
EASEMENT
GRANTED BY
THIS DOCUMENT

N/F RICK CHAVEZ
TRACT 2-B
#10 CAMINO LOMA

NOTES

- 1) BOUNDARY DATA IS TAKEN FROM A PLAT ENTITLED, "FAMILY TRANSFER LAND DIVISION SURVEY FOR EDDIE & MARSHA ROYBAL AND RICK & SUSAN CHAVEZ" BY BERNIE A. ALARID N.M.P.S. 5338 FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 666, PAGE 18.

LEGAL DESCRIPTION

20' WIDE WATER LINE EASEMENT

A CERTAIN STRIP OF LAND 25 FEET WIDE LYING WITHIN TRACT 2-A, SAID LAND AS SHOWN ON A PLAT ENTITLED, "FAMILY TRANSFER LAND DIVISION SURVEY FOR EDDIE & MARSHA ROYBAL AND RICK & SUSAN CHAVEZ" BY BERNIE A. ALARID N.M.P.S. 5338 FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 666, PAGE 18.

BEGINNING AT ANGLE POINT 40 OF THE OFFICIAL BOUNDARY OF LA CIENEGA TRADITIONAL COMMUNITY ZONING DISTRICT BOUNDARY, THENCE S 55°27'44" W, A DISTANCE OF 761.79 FEET TO THE NORTHWEST CORNER OF THIS TRACT; THENCE S 08°24'39" E, A DISTANCE OF 13.34 FEET TO THE POINT OF BEGINNING, THE CENTERLINE OF A 20' WIDE WATER LINE EASEMENT;

THENCE FROM SAID POINT OF BEGINNING S 75°25'17" E, A DISTANCE OF 16.95 FEET TO AN ANGLE POINT; THENCE S 08°31'48" E, A DISTANCE OF 140.19 FEET TO THE END OF THE CENTERLINE OF SAID EASEMENT.

SAID EASEMENT CONTAINING 3143 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS EASEMENT SURVEY AND THE NOTES SHOWN HEREON WERE PREPARED UNDER MY DIRECTION FROM A SURVEY PERFORMED IN THE FIELD, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THIS EASEMENT SURVEY MEETS OR EXCEEDS THE REQUIREMENTS OF THE "MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO".

RICHARD A. MORRIS
N.M.P.S. NO. 10277

DATE

SEP 7, 9 2015



EXAMINER: BPA
DATE: 09/28/15

MORRIS
surveying | engineering

1816-A PARKWAY DRIVE
SANTA FE, NM 87507
PHONE: (505) 438-9100
FAX: (505) 474-8723

LA CIENEGA WATER LINE

PROJECT No. 14304

TEMPORARY CONSTRUCTION and PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between Rick Chavez ("Grantor"), an unmarried man, and Santa Fe County, a political subdivision of the State of New Mexico ("Grantee").

RECITALS

A. Grantor is the fee owner of real property whose address is 10 Camino Loma, Santa Fe, New Mexico ("the Property") and which is more particularly described in that certain Quitclaim Deed recorded as Instrument No. 1502358 in the records of the County Clerk of Santa Fe County, New Mexico.

B. Grantee is conducting a public utility project known as the *La Cienega Waterline Extension Project* (the "Project") in order to make County water service available to Grantor and to other residents in the vicinity.

C. Grantee requires a perpetual 20-foot wide utility easement across a portion of the Property to complete the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Utility Easements.

1.1 Utility Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, consisting of the 20-foot wide area (the "Easement Area") described on the attached and incorporated Exhibit A, solely for the purposes of constructing, installing, maintaining, operating, repairing, replacing and using a water transmission pipe and any related equipment or fixtures (collectively, "Authorized Purposes") that may be necessary or appropriate to assure the continued operation of the pipe (collectively, "Utility Improvements"), and for access to the Easement Area to carry out the Authorized Purposes.

1.2 Temporary Construction Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon so much of the Property around the Easement Area as may reasonably be necessary for the initial construction and installation of utility improvements and any studies, testing, or surveys that may be necessary prior to construction and installation.

2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has,

if ever, abandoned the Utility Easement, as the term "abandonment" is defined in Section 5.7 below.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate upon the first occurrence of (i) the completion of the construction and installation of the utility improvements and restoration of the disturbed surface or (ii) five (5) years after the effective date of this Agreement.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to the utility improvements or interfere with Grantee's right to carry out the Authorized Purposes under this Agreement; and provided further that Grantee shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase Grantee's costs of carrying out the Authorized Purposes or of restoring the Easement Area after doing so.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Property all costs and expenses of constructing and maintaining the utility improvements.

4.2 Compliance With Laws. Grantee shall construct the utility improvements in a workmanlike manner and in compliance with the applicable federal, state, and local laws.

4.3 Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by Grantee in carrying out any of the Authorized Purposes under the Utility or Temporary Construction Easements, the disturbed area shall be restored to the condition in which it existed at the commencement of such activities, excepting the following:

4.3.1 Existing native vegetation removed for the Authorized Purposes, shall not be restored.

4.3.2 Encroachments upon the easement as outlined in Section 3 (above) shall not be restored.

5. General Provisions.

5.1 Covenants Running with the Land. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Grantee's rights under this Agreement are assignable at Grantee's discretion, and upon such assignment Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor

may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This Agreement shall be effective upon the last date written below.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Plan. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the improvements installed in the Easement Area.

5.6 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of Grantee's improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

5.7 Further Cooperation. The parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

5.8 Cancellation of Prior Agreement. This Agreement shall supersede and replace all prior written or oral agreements concerning the Project or Utility Easement, if any.

5.9 No Third-Party Beneficiaries. The parties do not intend by this Agreement to benefit any person who is not a party to this Agreement.

5.10 Batement Act. Grantor acknowledges that Grantee is governed by the Santa Fe County Board of County Commissioners ("BCC"). BCC is subject to the Batement Act, NMSA 1978, Section 6-6-11(1968), which prohibits BCC from contracting any debts during any current year which, at the end of such current year, is not and cannot be paid out of money actually collected by Grantee and belonging to that current year. Any indebtedness for any current year that is not and cannot be paid out of funds belonging to that year is void.

5.11 Tort Liability. The County's sovereign immunity shall not be waived, if at all, except to the extent provided in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

IN WITNESS of this, the undersigned have executed this Agreement as of the last date written below.

GRANTOR:

By: 
Rick Chavez

Date: 10/6/15

SANTA FE COUNTY - GRANTEE:

By: _____
Robert A. Anaya, Chair

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:


 Gregory S. Shaffer, Santa Fe County Attorney

ACKNOWLEDGEMENT OF GRANTOR

State of New Mexico

County of Santa Fe

This instrument was acknowledged before me on October 6, 2015 (date) by Rick Chavez.

Marcos Montoya
Signature of Notarial Officer

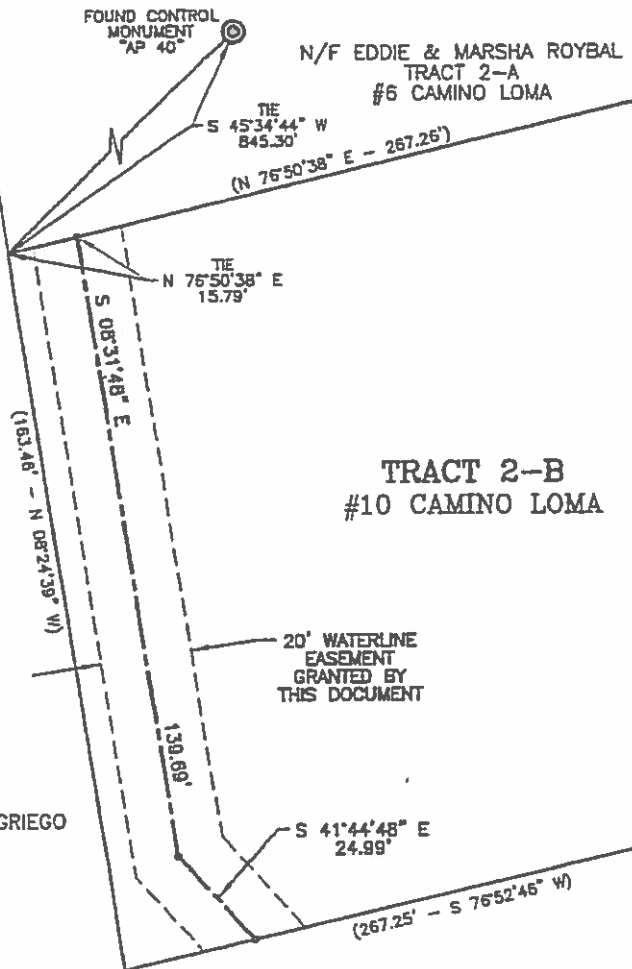
My commission expires: 11/15/2017

EXHIBIT "A"
20' WIDE WATER LINE EASEMENT FROM
THE OWNERS OF TRACT 2-B, SAID TRACT SHOWN IN PLAT FILED IN
PLAT BOOK 686, PAGE 18 IN THE OFFICE OF THE SANTA FE COUNTY CLERK
LOCATED AT #10 CAMINO LOMA
COUNTY OF SANTA FE, NEW MEXICO



LEGEND

- FOUND CONTROL MONUMENT (AS NOTED)
- ANGLE POINT OF 20' EASEMENT
- EDGE OF 20' EASEMENT
- EXISTING EASEMENT CL.
- PROPERTY LINE



N/F MATTEW & FLORA GRIEGO
 TRACT 2
 #9 CAMINO LOMA

N/F IDA LISA ARMIJO DE ROMERO
 LOT 2B
 #12 CAMINO LOMA

NOTES

- 1) BOUNDARY DATA IS TAKEN FROM A PLAT ENTITLED, "FAMILY TRANSFER LAND DIVISION SURVEY FOR EDDIE & MARSHA ROYBAL AND RICK & SUSAN CHAVEZ" BY BERNIE A. ALARID N.M.P.S. 5338 FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 686, PAGE 18.

LEGAL DESCRIPTION

20' WIDE WATER LINE EASEMENT

A CERTAIN STRIP OF LAND 20 FEET WIDE LYING WITHIN TRACT 2-B, SAID LAND AS SHOWN ON A PLAT ENTITLED, "FAMILY TRANSFER LAND DIVISION SURVEY FOR EDDIE & MARSHA ROYBAL AND RICK & SUSAN CHAVEZ" BY BERNIE A. ALARID N.M.P.S. 5338 FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 686, PAGE 18.

BEGINNING AT ANGLE POINT 40 OF THE OFFICIAL BOUNDARY OF LA CIENEGA TRADITIONAL COMMUNITY ZONING DISTRICT BOUNDARY, THENCE S 45°34'44" W, A DISTANCE OF 845.30 FEET TO THE NORTHWEST CORNER OF THIS TRACT; THENCE N 76°50'38" E, A DISTANCE OF 15.79 FEET TO THE POINT OF BEGINNING, THE CENTERLINE OF A 20' WIDE WATER LINE EASEMENT;

THENCE FROM SAID POINT OF BEGINNING S 08°31'48" E, A DISTANCE OF 139.89 FEET TO AN ANGLE POINT; THENCE S 41°44'48" E, A DISTANCE OF 24.99 FEET TO THE END OF THE CENTERLINE OF SAID EASEMENT.

SAID EASEMENT CONTAINING 3294 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

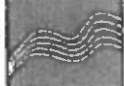
I HEREBY CERTIFY THAT THIS EASEMENT SURVEY AND THE NOTES SHOWN HEREON WERE PREPARED UNDER MY DIRECTION FROM A SURVEY PERFORMED IN THE FIELD, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THIS EASEMENT SURVEY MEETS OR EXCEEDS THE REQUIREMENTS OF THE "MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO".

RICHARD A. MORRIS
 N.M.P.S. NO. 10277

DATE: SEP 9, 2011



DRAWN BY: BFB
 DATE: 06/09/10



MORRIS
 surveying | engineering

1216-A PARKWAY DRIVE
 SANTA FE, NM 87507
 PHONE: (505) 438-0100
 FAX: (505) 474-5723

LA CIENEGA WATER LINE

PROJECT No. 14301

TEMPORARY CONSTRUCTION and PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between **William J. Larranaga**, an unmarried man, and **Shirley M. Martinez**, an unmarried woman (collectively, "Grantor"), and **Santa Fe County**, a political subdivision of the State of New Mexico ("Grantee").

RECITALS

A. Grantor is the fee owner of real property whose address is **18 Camino Loma**, Santa Fe, New Mexico ("the Property") and which is more particularly described in that certain Quitclaim Deed recorded as Instrument No. 1375375 in the records of the County Clerk of Santa Fe County, New Mexico.

B. Grantee is conducting a public utility project known as the *La Cienega Waterline Extension Project* (the "Project") in order to make County water service available to Grantor and to other residents in the vicinity.

C. Grantee requires a perpetual 20-foot wide utility easement across a portion of the Property to complete the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Utility Easements.

1.1 Utility Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, consisting of the 20-foot wide area (the "Easement Area") described on the attached and incorporated Exhibit A, solely for the purposes of constructing, installing, maintaining, operating, repairing, replacing and using a water transmission pipe and any related equipment or fixtures (collectively, "Authorized Purposes") that may be necessary or appropriate to assure the continued operation of the pipe (collectively, "Utility Improvements"), and for access to the Easement Area to carry out the Authorized Purposes.

1.2 Temporary Construction Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon so much of the Property around the Easement Area as may reasonably be necessary for the initial construction and installation of utility improvements and any studies, testing, or surveys that may be necessary prior to construction and installation.

2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has,

if ever, abandoned the Utility Easement, as the term "abandonment" is defined in Section 5.7 below.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate upon the first occurrence of (i) the completion of the construction and installation of the utility improvements and restoration of the disturbed surface or (ii) five (5) years after the effective date of this Agreement.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to the utility improvements or interfere with Grantee's right to carry out the Authorized Purposes under this Agreement; and provided further that Grantee shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase Grantee's costs of carrying out the Authorized Purposes or of restoring the Easement Area after doing so.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Property all costs and expenses of constructing and maintaining the utility improvements.

4.2 Compliance With Laws. Grantee shall construct the utility improvements in a workmanlike manner and in compliance with the applicable federal, state, and local laws.

4.3 Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by Grantee in carrying out any of the Authorized Purposes under the Utility or Temporary Construction Easements, the disturbed area shall be restored to the condition in which it existed at the commencement of such activities, excepting the following:

4.3.1 Existing native vegetation removed for the Authorized Purposes, shall not be restored.

4.3.2 Encroachments upon the easement as outlined in Section 3 (above) shall not be restored.

5. General Provisions.

5.1 Covenants Running with the Land. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Grantee's rights under this Agreement are assignable at Grantee's discretion, and upon such assignment Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor

may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This Agreement shall be effective upon the last date written below.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Plan. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the improvements installed in the Easement Area.

5.6 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of Grantee's improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

5.7 Further Cooperation. The parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

5.8 Cancellation of Prior Agreement. This Agreement shall supersede and replace all prior written or oral agreements concerning the Project or Utility Easement, if any.

5.9 No Third-Party Beneficiaries. The parties do not intend by this Agreement to benefit any person who is not a party to this Agreement.

5.10 Batement Act. Grantor acknowledges that Grantee is governed by the Santa Fe County Board of County Commissioners ("BCC"). BCC is subject to the Batement Act, NMSA 1978, Section 6-6-11(1968), which prohibits BCC from contracting any debts during any current year which, at the end of such current year, is not and cannot be paid out of money actually collected by Grantee and belonging to that current year. Any indebtedness for any current year that is not and cannot be paid out of funds belonging to that year is void.

5.11 Tort Liability. The County's sovereign immunity shall not be waived, if at all, except to the extent provided in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

IN WITNESS of this, the undersigned have executed this Agreement as of the last date written below.

GRANTOR:

By:  Date: 10/6/15
William J. Lafranaga

By:  Date: 10/6/15
Stanley M. Martinez

SANTA FE COUNTY - GRANTEE:

By: _____ Date: _____
Robert A. Anaya, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:


Gregory S. Shaffer, Santa Fe County Attorney

ACKNOWLEDGEMENT OF GRANTOR

State of New Mexico

County of Santa Fe

This instrument was acknowledged before me on October 6, 2015 (date) by William J. Larranaga and Shirley M. Martinez.

Lisa M. Griego
Signature of Notarial Officer

My commission expires: 12/19/2016

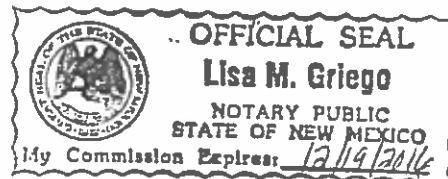
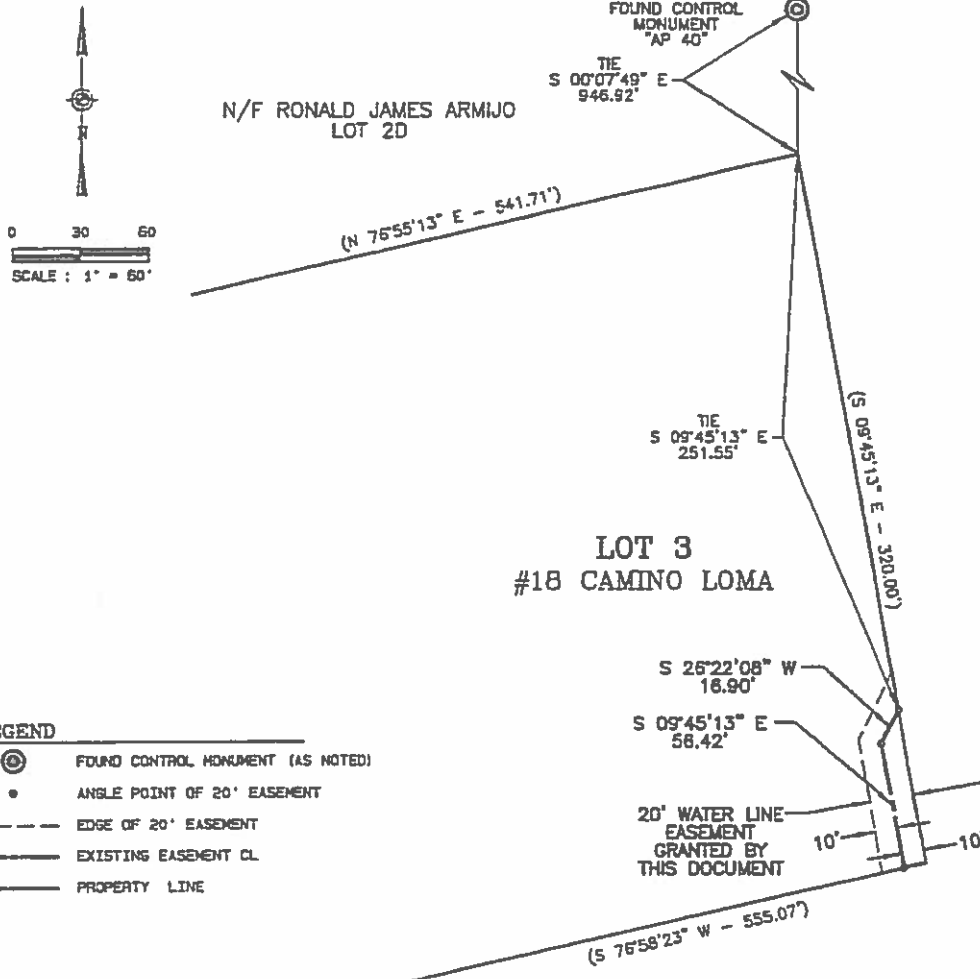


EXHIBIT "A"
20' WIDE WATER LINE EASEMENT FROM
THE OWNERS OF LOT 3, SAID TRACT SHOWN IN PLAT FILED IN
PLAT BOOK 49, PAGE 11 IN THE OFFICE OF THE SANTA FE COUNTY CLERK
LOCATED AT #18 CAMINO LOMA
COUNTY OF SANTA FE, NEW MEXICO



LEGEND

- ⊙ FOUND CONTROL MONUMENT (AS NOTED)
- ANGLE POINT OF 20' EASEMENT
- EDGE OF 20' EASEMENT
- EXISTING EASEMENT CL
- PROPERTY LINE

NOTES

- 1) BOUNDARY DATA IS TAKEN FROM A PLAT ENTITLED, "PLAT OF SURVEY FOR FELIPE BACA", BY MORRIS A. APODACA N.M.P.S. 5300 FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 49, PAGE 11.

N/F DENNIS & DIMITRIA SAIZ
LOT 4-A
#22 CAMINO LOMA

LEGAL DESCRIPTION
20' WIDE WATER LINE EASEMENT

A CERTAIN STRIP OF LAND 20 FEET WIDE LYING WITHIN LOT 3, SAID LAND AS SHOWN ON A PLAT ENTITLED, "PLAT OF SURVEY FOR FELIPE BACA" BY MORRIS A. APODACA N.M.P.S. 5300 FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 49, PAGE 11.

BEGINNING AT ANGLE POINT 40 OF THE OFFICIAL BOUNDARY OF LA CIENEGA TRADITIONAL COMMUNITY ZONING DISTRICT BOUNDARY, THENCE S 00°07'49" E, A DISTANCE OF 946.92 FEET TO THE NORTHEAST CORNER OF THIS TRACT; THENCE S 09°45'13" E, A DISTANCE OF 251.55 FEET TO THE POINT OF BEGINNING, THE CENTERLINE OF A 20' WIDE WATER LINE EASEMENT;

THENCE FROM SAID POINT OF BEGINNING S 26°22'08" W, A DISTANCE OF 18.90 FEET TO AN ANGLE POINT; THENCE S 09°45'13" E, A DISTANCE OF 58.42 FEET TO THE END OF THE CENTERLINE OF SAID EASEMENT.

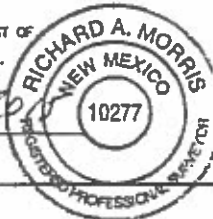
SAID EASEMENT CONTAINING 1486 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS EASEMENT SURVEY AND THE NOTES SHOWN HEREON WERE PREPARED UNDER MY DIRECTION FROM A SURVEY PERFORMED IN THE FIELD, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THIS EASEMENT SURVEY MEETS OR EXCEEDS THE REQUIREMENTS OF THE "MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO".

RICHARD A. MORRIS
N.M.P.S. NO. 10277

DATE



DATE OF SURVEY
DATE OF PLAT



1216-A PARKWAY DRIVE
SANTA FE, NM 87507
PHONE: (505) 438-9100
FAX: (505) 474-8723

LA CIENEGA WATER LINE

PROJECT No. 14301

EXHIBIT "A"
20' WIDE WATER LINE EASEMENT FROM
THE OWNERS OF LOT 3, SAID TRACT SHOWN IN PLAT FILED IN
PLAT BOOK 49, PAGE 11 IN THE OFFICE OF THE SANTA FE COUNTY CLERK
LOCATED AT #18 CAMINO LOMA
COUNTY OF SANTA FE, NEW MEXICO



FOUND CONTROL
MONUMENT
"AP 40"

TIE
S 26°21'32" W
1196.11'

TIE
N 76°55'13" E
76.69'

N/F CAMILLE ANN ARMIJO
LOT 2C
#16 CAMINO LOMA

(N 76°55'13" E - 541.71')

LOT 3
#18 CAMINO LOMA

20' WATERLINE
EASEMENT
GRANTED BY
THIS DOCUMENT

N/F JOE F. & LINDA GRILL
AND CHARLIE C DE BACA
TRACT 3A
#13A CAMINO LOMA

(320.00' - N 06°26'00" W)

LEGEND

- ⊙ FOUND CONTROL MONUMENT (AS NOTED)
- ANGLE POINT OF 20' EASEMENT
- EDGE OF 20' EASEMENT
- EXISTING EASEMENT CL
- PROPERTY LINE

NOTES

- 1) BOUNDARY DATA IS TAKEN FROM A PLAT ENTITLED, "PLAT OF SURVEY FOR FELIPE BACA", BY MORRIS A. APODACA N.M.P.S. 5300 FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 49, PAGE 11.

LEGAL DESCRIPTION

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BEGINNING AT ANGLE POINT 40 OF THE OFFICIAL BOUNDARY OF LA CIENEGA TRADITIONAL COMMUNITY ZONING DISTRICT BOUNDARY, THENCE S 26°21'32" E, A DISTANCE OF 1196.11 FEET TO THE NORTHWEST CORNER OF THIS TRACT; THENCE N 76°55'13" E, A DISTANCE OF 76.69 FEET TO THE POINT OF BEGINNING, THE CENTERLINE OF A 20' WIDE WATER LINE EASEMENT;

THENCE FROM SAID POINT OF BEGINNING S 06°18'48" E, A DISTANCE OF 90.20 FEET TO AN ANGLE POINT; THENCE S 32°05'48" E, A DISTANCE OF 173.45 FEET TO AN ANGLE POINT; THENCE S 72°51'48" E, A DISTANCE OF 130.89 FEET TO THE END OF THE CENTERLINE OF SAID EASEMENT.

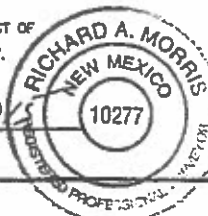
SAID EASEMENT CONTAINING 7890 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS EASEMENT SURVEY AND THE NOTES SHOWN HEREON WERE PREPARED UNDER MY DIRECTION FROM A SURVEY PERFORMED IN THE FIELD, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THIS EASEMENT SURVEY MEETS OR EXCEEDS THE REQUIREMENTS OF THE "MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO".

RICHARD A. MORRIS
N.M.P.S. NO. 10277

SEPT. 9, 2011
DATE



EXAMIN BY: SPJ
DATE: 08/08/13

MORRIS
surveying | engineering

1816-A PARKWAY DRIVE
SANTA FE, NM 87507
PHONE: (505) 438-0100
FAX: (505) 474-8723

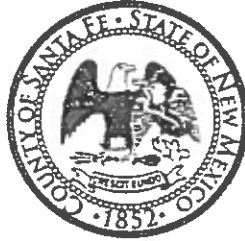
LA CIENEGA WATER LINE

PROJECT No. 14301

Henry Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 14, 2015*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director MK 10/14/15*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: BCC Meeting October 27, 2015
Request Acceptance of the Full Assignment of Right-Of-Way Easement No. R-34372 with the New Mexico State Land Office from the Pena Blanca Partnership. (Public Works/Robert Martinez)

SUMMARY:

This request will reassign the right-of-way easement No. R-34372, on New Mexico State Land property at the Public Works facility to Santa Fe County.

BACKGROUND AND DISCUSSION:

The Pena Blanca Partnership acquired the right-of way easement from the NM State Land Office for access from the NM 599 frontage road to the proposed Rio de Santa Fe Industrial Park. This easement is approximately 403 feet in length and is situated on the public works facility property that the County leases from the State of New Mexico. The State Land Office is requiring this easement be a public right-of-way, which requires that it be transferred from Pena Blanca Partnership to the County. This easement will not only provide access to the business park, but will also provide future connectivity to Caja del Rio Road as shown on the Santa Fe Metropolitan Planning Organizations, Metropolitan Transportation Plan 2010-2035, Future Regional Roadway Network Map. The County has already secured the necessary easements to the north of the industrial park for this future roadway. Construction of this roadway will be the responsibility of the Pena Blanca Partnership and will be built to county standards. Once the road has been constructed, the Public Works Department will request the BCC to accept this portion of the road for county maintenance and placed on the Santa Fe County road list.

ACTION REQUESTED:

Request acceptance of Right-Of-Way easement No. R-34372 from the NM State Land Office.

Attachments:

1. SFMPO, MTP Future Regional Roadway Network Map
2. Rio Santa Fe Industrial Park Exhibit "A"
3. Easement No. R-34372
4. R-O-W Assignment



**NEW MEXICO STATE LAND OFFICE
FULL ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into this 15 day of September, 2015, between Pena Blanca Partnership as Assignor and Santa Fe County of 102 Grant Avenue, Santa Fe, NM 87504 as Assignee.
(Address)

Assignor is holder of right-of-way and easement from the New Mexico State Land Office, by its Commissioner of Public Lands, designated as No. R- 34372 dated November 13, 2014
(Original Approval Date)

The receipt and sufficiency of valuable consideration is hereby acknowledged, therefore the Assignor does hereby convey all rights, title and interest in and to R- 34372. (Attach description or exhibit for multiple rights-of-way.)

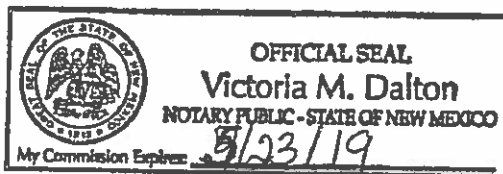
Assignor and Assignee acknowledge and agree that, unless agreed to by the Commissioner of Public Lands, Assignor shall remain fully liable for all damage to the subject trust lands arising from or in conjunction with Assignor use of the subject right-of-way; and that Assignee assumes all subsequent liability from the date of this assignment forward, and agrees to be strictly bound by all the terms of the assigned right-of-way as though those terms were set out herein.

EXECUTED THIS 15th day of September, 2015.

BY: Pena Blanca Partnership

[Signature]
(Assignor)

STATE OF New Mexico
COUNTY OF Santa Fe



The foregoing instrument was acknowledged before me this 15 day of September 2015, by Louis Gonzales of Pena Blanca Partnership
(Name of Assignor) (Title of Officer, if applicable and Name of Corporation)

My Commission Expires: 5/23/19

[Signature]
Notary Public

BY: _____

(Assignee)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, of _____
(Name of Assignee) (Title of Officer, if applicable and Name of Corporation)

My Commission Expires: _____
Notary Public

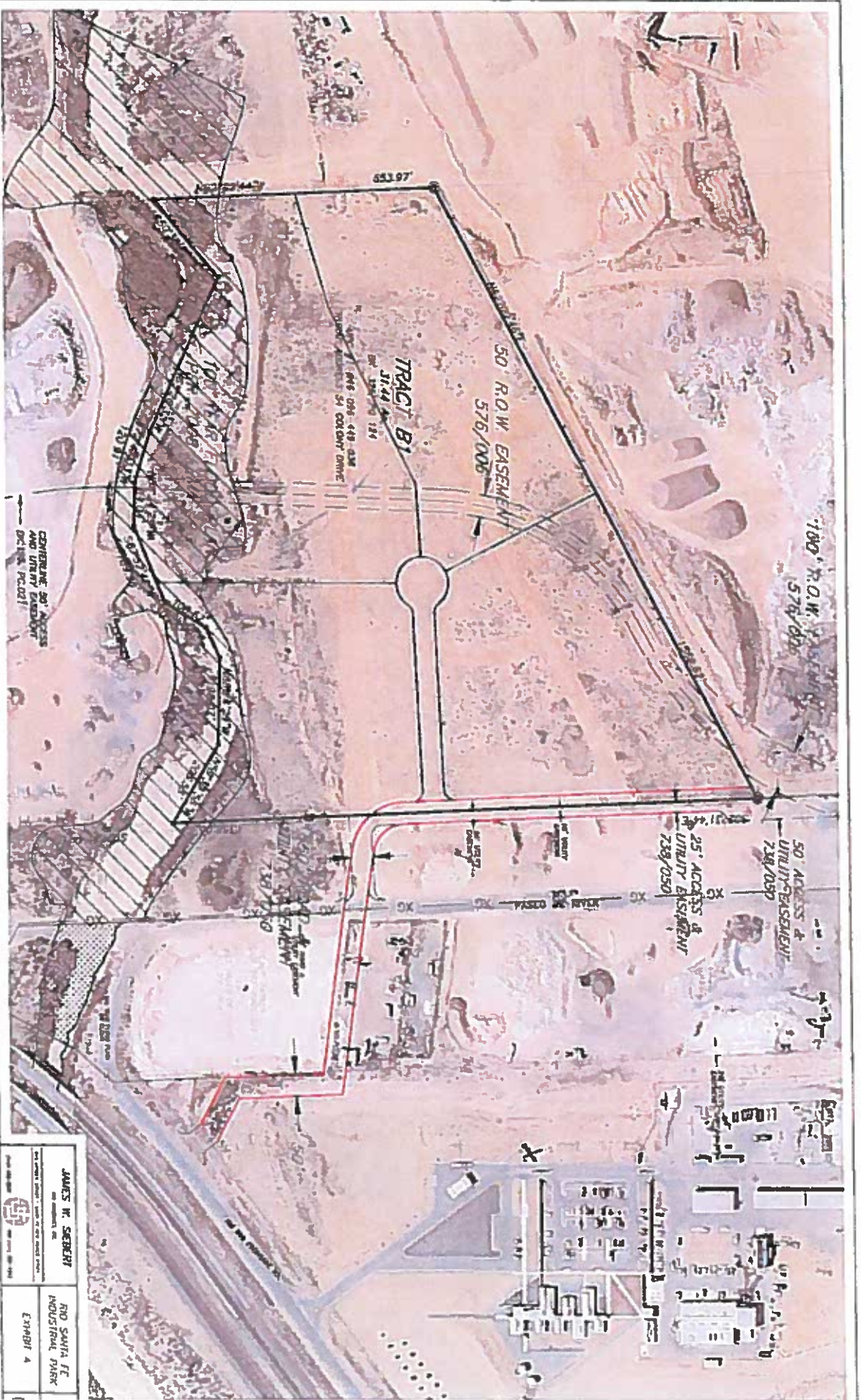
Approved by me on _____, 20____.

COMMISSIONER OF PUBLIC LANDS

FULL ASSIGNMENT \$50.00

**When you provide a check as payment, you authorize the State of New Mexico to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.*

S-31 (Revised 12/2014)



JAMES W. SHERIDAN, JR.	
HAWAIIAN LAND COMPANY, INC.	
1000 KALANIANA'OLA BLVD., SUITE 1000, HONOLULU, HI 96813	
EXHIBIT A	
RIO SANTA FE INDUSTRIAL PARK	



Ray Powell, M.S., D.V.M.
COMMISSIONER

State of New Mexico
Commissioner of Public Lands
310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

November 12, 2014

Pena Blanca Partnership
P.O. Box 38
Española, New Mexico 87532

Attn: Louie Gonzales

Re: New Mexico State Right of Way Lease # R-34372

Dear Ms. Gonzales,

Enclosed is your approved signed copy of the captioned grant of right-of-way easement. Also enclosed is an Affidavit of Completion form to be completed and returned to this office upon completion of the project.

If any corrections are necessary, please let us know and we will retype or amend the document as necessary.

If you have any questions, please feel free to contact me at 505-827-5728 or marmijo@slo.state.nm.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Armijo", is written over the typed name.

Melissa Armijo Management Analyst
Right of Way & Water Resources Bureau
New Mexico State Land Office

Enclosures

STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS
ROADWAY RIGHT-OF-WAY

Right-of-Way Easement No. R-34372

This indenture, made this 12th Day of November 2014 by and between the State of New Mexico acting by and through its Commissioner of Public Lands, "Grantor", and Pena Blanca Partnership whose address is P.O. Box 38, Espanola, New Mexico 87532 "Grantee";

Grantor, for and in consideration of the sum of \$2,037.07 ----- Two Thousand Thirty Seven Dollars and 07/100 -----, receipt of which is hereby acknowledged, and other good and valuable consideration, conveys to Grantee a personal right-of-way for the sole and exclusive purpose of gaining ingress to and egress from Grantee's land described. The right-of-way granted herein does not run with any land of Grantee. This grant includes the right to enter upon the real estate hereinafter described at any time that it may become reasonably necessary to construct, maintain and repair the right-of-way, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said right-of-way.

The right-of-way hereby granted covers a strip of land 50 feet in width in Santa Fe County (ies), as more particularly described by the attached centerline description and survey plats, which are incorporated herein as Exhibit A. It is expressly agreed that the location of this personal right-of-way may be re-located by Grantor from time to time to accommodate the development of Grantor's property, upon reasonable notice to Grantee; and Grantor may, by providing alternate ingress and egress to Grantee on roadways to be developed on Grantor's property, terminate the personal right-of-way granted herein upon reasonable notice to Grantee.

This grant is made upon the following express terms and conditions:

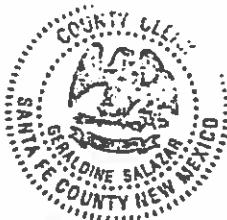
1. This right-of-way is granted for a term of 35 years. The grant may be renewed for additional periods upon application to Grantor. Any such renewals are subject to such terms and conditions as the Grantor may require, and payment of compensation.
2. Grantor reserves the right to authorize or grant rights-of-way or other easements to third parties, which may be over, parallel to, or across this right-of-way. In such cases, the subsequent grantee may, at the discretion of the Grantor, be required to post a bond guaranteeing payment for damages to the installations and improvements of Grantee herein. In crossing any right-of-way for a highway, road, telephone, telegraph, transmission line, etc. Grantee herein will exercise due care so as not to interfere with said rights-of-way and will comply with all applicable laws, rules, and regulations in connection with the making of such crossings.
3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor

GRANTEE EXPRESSLY AGREES THAT PRIOR TO THE CONSTRUCTION OR INSTALLATION OF ANY FACILITIES WITHIN THE RIGHT-OF-WAY GRANTED HEREIN, GRANTEE WILL DETERMINE WHETHER THE RIGHT-OF-WAY IS WITHIN A PREVIOUSLY ESTABLISHED NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE DEPARTMENT A PERMIT THAT PRESCRIBES THE CONDITIONS UNDER WHICH FACILITIES MAY BE PLACED WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH THE DEPARTMENT'S APPLICABLE RULES AND REGULATIONS. GRANTEE FURTHER UNDERSTANDS AND AGREES THAT THE FAILURE TO OBTAIN SUCH PERMIT SHALL RESULT IN THE FORCIBLE REMOVAL BY THE DEPARTMENT OF ANY FACILITIES THAT MAY BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY.

4. In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere with the movement of livestock of state agriculture lessees, and so as not to obstruct or interfere with any development of Grantor's adjacent lands.
5. Grantee hereby agrees to carefully avoid destruction or injury to any improvements or livestock lawfully upon the premises described herein, to close all gates immediately upon passing through same, and to pay promptly the reasonable and just damages for any injury or destruction arising from construction or maintenance of this right-of way.
6. Grantee shall not sell, assign, or in any way transfer or cause to be transferred, directly or indirectly, any interest in this right-of-way to any person or entity without the prior written approval of Grantor. Such approval may be conditioned upon the agreement by Grantee's assignee to additional conditions and covenants and may require payment of additional compensation to Grantor. This right-of-way is for the sole purpose of providing personal ingress and egress to Grantee, and for no other purpose.
7. The rights granted herein are subject to valid existing rights.
8. Grantor reserves the right to execute leases for oil and gas, coal, and minerals of whatsoever kind and for geothermal resources development and operation, the right to sell or dispose of same and the right to grant rights-of-way and easements related to such leasing.
9. In all matters affecting the premises described herein or operations thereon, Grantee, its employees, agents and contractors shall, at their own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of any governmental authority or agency, which may be enacted or promulgated, including, but not limited to, requirements or enactment's pertaining to conservation, sanitation, aesthetics, pollution, cultural properties, fire, or ecology, including those provisions of the New Mexico Cultural Properties Act, §§18-6-1 through 17, NMSA 1978, that attach criminal penalties to the appropriation, excavation, injury or destruction of any site or object of historical, archaeological, architectural, or scientific value located on state lands. In addition, Grantee, its employees, agents and contractors must comply with the provisions of the Pipeline Safety Act, §§ 70-3-11 through 20, NMSA 1978, and rules enacted pursuant to the Act, and agree to provide the Public Regulation Commission access to records of compliance.
10. Non-use of the right-of-way granted herein for any period in excess of one (1) year without the prior written consent of Grantor shall be conclusive proof of abandonment of the right-of-way, and shall cause the right-of-way to lapse *ipso facto* and revert to Grantor without further action or notice required of Grantor; and non-use for shorter periods shall place upon grantee the burden of proving that there was no intent to abandon. Grantee's abandonment cannot be waived by any action or inaction of Grantor or by Grantor's failure to discover such abandonment. The resumption of use by Grantee after abandonment shall be deemed a trespass.

11. Grantee, if other than a governmental entity that is provided immunity from suit by the New Mexico Tort Claims Act, agrees to save and hold harmless, defend and indemnify the State of New Mexico, the Commissioner of Public Lands, and his agents or employees, in their official and individual capacities, of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Grantee, its employees, agents, or contractors hereunder.
12. Notwithstanding anything contained herein, Grantor may cancel this grant for violation of any of the covenants of this agreement; provided, however, that before any such cancellation shall become effective, Grantor shall mail to grantee or any approved assignee, by certified mail addressed to the post office address of Grantee or such assignee shown by Land Office records, a thirty (30) day notice of intention to cancel, specifying the default for which the grant is subject to cancellation. No proof of receipt of notice shall be necessary and thirty (30) days after such mailing, Grantor may enter cancellation unless Grantee shall have sooner remedied the default to the satisfaction of Grantor.
13. Grantee agrees to preserve and protect the natural environmental conditions of the land encompassed in this grant, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by Grantor to protect the land from pollution, erosion, or other environmental degradation.
14. Grantee agrees to reclaim by grading, leveling, or terracing all areas disturbed by the construction or maintenance of the right-of-way or operations thereon and to landscape such areas at its own cost and expense. Landscaping shall include the planting of native grasses, shrubs, or other vegetation so as to return disturbed areas to their natural state and prevent water and wind erosion.
15. This grant shall become effective upon its execution by Grantor.

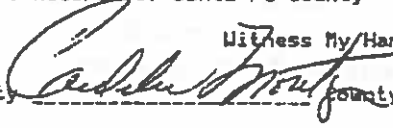
STIPULATION: Please comply with "SLO Rule 20" Relating to Construction, Maintenance and Reclamation of Roads



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

ROADWAY EASEMENT
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 13TH Day Of November, 2014 at 08:56:30 AM
And Was Duly Recorded as Instrument # 1750598
Of The Records Of Santa Fe County

Deputy  Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

BY: [Signature]

ACKNOWLEDGMENT FOR CORPORATIONS

PARTNERSHIP

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me this 12th day of November, 2014,
by LOUIS GONZALES of PERA BLANCA PARTNERSHIP
NEW MEXICO corporation, on behalf of said corporation.

My Commission Expires:

5-24-2017

[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, of _____

My Commission Expires:

NOTARY PUBLIC

STATE OF NEW MEXICO

BY: [Signature]

Ray Powell, M.S., D.V.M.
Commissioner of Public Lands

DATE: 11/2/2014

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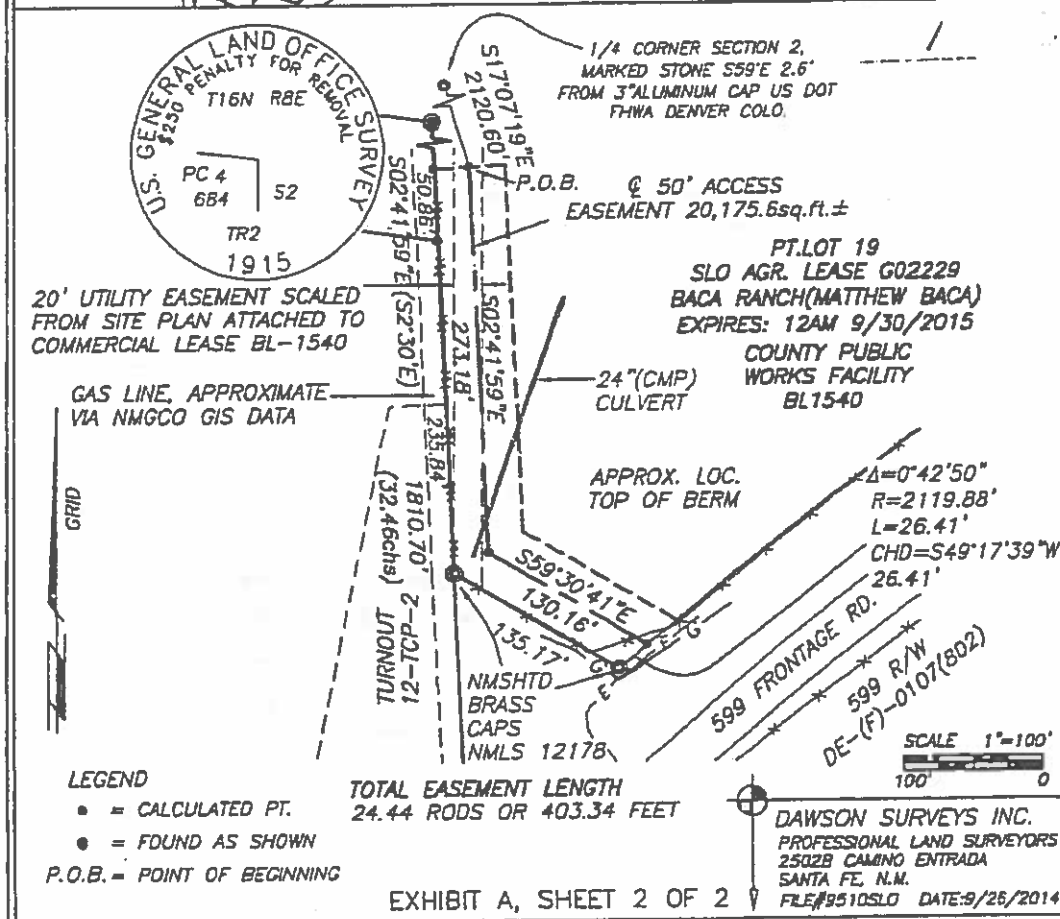
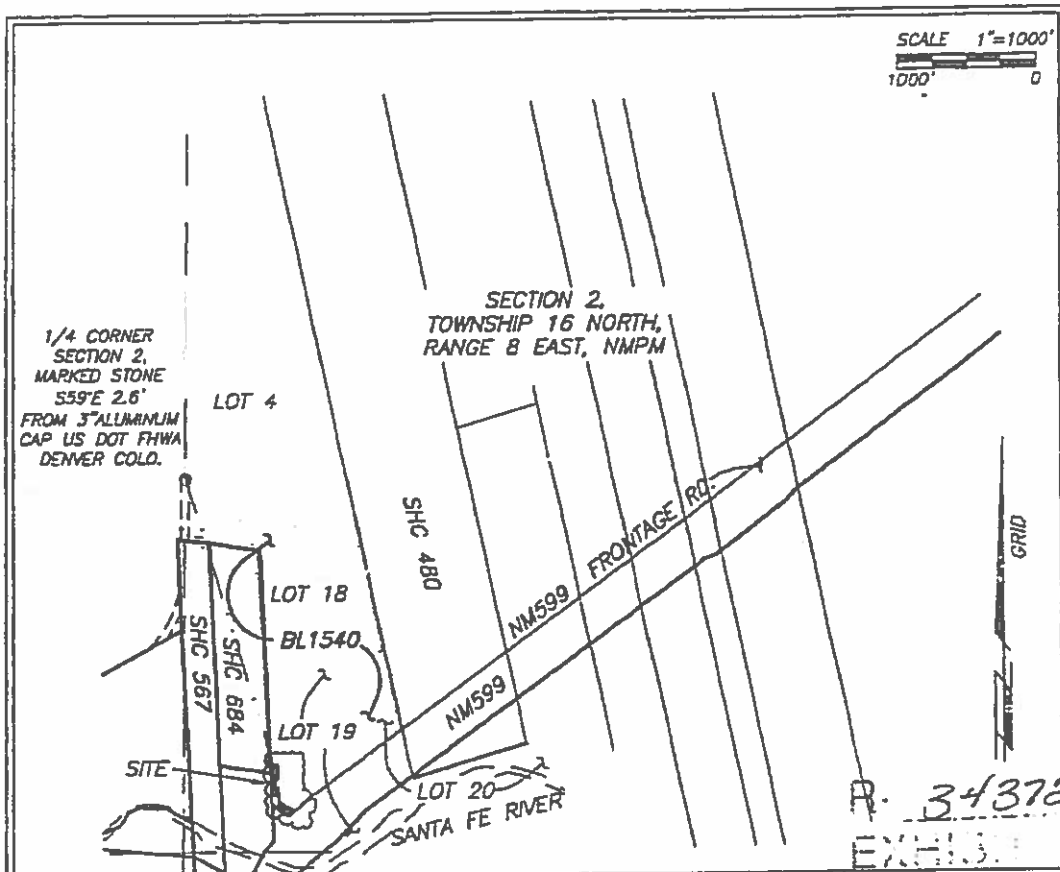


EXHIBIT
SHOWING PROPOSED ACCESS EASEMENT
PREPARED FOR PENA BLANCA PARTNERSHIP
WITHIN STATE LAND OFFICE OF NM PROPERTY
PART OF LOT 19,
LYING WITHIN THE SW1/4 OF THE SW 1/4
SECTION 2, T16N, R8E, NMPM,
COUNTY OF SF, NM

R- 34372
EXHIBIT

EASEMENT DESCRIPTION

ALL THAT PART OF LOT 19 LYING WITHIN THE SW1/4 OF THE SW 1/4 SECTION 2, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., COUNTY OF SANTA FE, NEW MEXICO WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET WIDE, BEING OFFSET 25 FEET EACH SIDE FROM THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE CENTERLINE OF THE EASEMENT EASEMENT, WHICH LIES S17°07'19"E 2120.60 FEET FROM THE WEST 1/4 CORNER OF LOT2, A STONE MARKED 1/4,

THENCE S02°41'59"E, 273.18 FEET;

THENCE S59°30'41"E, 130.16 FEET;

MORE OR LESS TO THE POINT OF TERMINUS UPON THE NORTH RIGHT OF WAY LINE OF NM 599 DE--(F)--0107(802), CONTAINING 20,175.6 Sq.Ft., MORE OR LESS, THE BOUNDARIES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED AT ANGLE POINTS AND TO TERMINATE AT THE NORTH RIGHT OF WAY BOUNDARY SO AS TO FORM A CLOSED FIGURE AND BE TOTALLY CONTAINED WITHIN SAID PART OF LOT 19 AS SHOWN MORE COMPLETELY ON SHEET 2 ATTACHED HERETO.

CONTROL REPORT

BEARINGS ARE GRID, N.M. STATE PLANE
CENTRAL ZONE DISTANCES ARE SCALED
TO 6800 AMSL. COMBINED SCALE FACTOR
IS 0.999583883.

ALL REFERENCE TO NAD83(1992) DERIVED
FROM DAWSON2 GPS BASE STATION
N=1,687,626.870 E=1,708,833.475
ELE=6572.376', ESTABLISHED FROM SANTA
FE COUNTY CONTROL STATIONS USING
DATA FROM THE 1992 BLUEBOOK REPORT
FOR NGS AND SANTA FE COUNTY.

BEARINGS AND DISTANCES ON THIS
EASEMENT ARE MEASURED OR CALCULATED
BASED ON FIELD TIES SHOWN THEREON.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE
REPRESENTATION OF A SURVEY COMPLETED UNDER MY
PERSONAL SUPERVISION ON THE 26TH DAY OF SEPT. 2014.
TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAT
ARE CORRECT, TRUE AND MEET THE MINIMUM
STANDARDS FOR LAND SURVEYS IN NEW MEXICO.

DIEGO J. SISNEROS, N.M.P.L.S. 13986 9/29/2014

REFERENCE DOCUMENTS

1. US DEPT. OF THE INTERIOR, BLM
SUPPLEMENTAL PLAT OF T16N, R8E,
FEBRUARY 21, 1958 ACCEPTED BY
DIRECTOR CARL G. HARRINGTON.

2. CITY OF SANTA FE RIGHT OF WAY
MAPS DE--(F)--C107(802) DATED MAY
1988.

OTHER DOCUMENTS USED TO PREPARE
THIS DOCUMENT ARE AS REFERENCED
HEREON.

RECORD BEARINGS AND
DISTANCES ARE IN PARENTHESIS.
THIS IS NOT A BOUNDARY
SURVEY, ALL IMPROVEMENTS NOT
SHOWN. THIS PLAT SUBJECT TO
VALID RESTRICTIONS, COVENANTS
& EASEMENTS OF RECORD.
REFER TO TOPOGRAPHIC SURVEY.

EXHIBIT A, SHEET 1 OF 2

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
25028 CAMINO ENTRADA
SANTA FE, N.M.
FILE#9407ESMT DATE:9/29/2014



